

## Waiver and Release of Liability

I, \_\_\_\_\_, with home address of \_\_\_\_\_ (herein after referred to as Releasor) hereby assume all risks of participating in any and all activities being conducted by Lost Pines Republican Women (herein after Releasees) PO Box 575, Bastrop Texas on April 8, 2024 at 3000 Hwy 71 E, Bastrop (herein after The Club House) for the event: 2024 Solar Eclipse. In consideration of permitting me to participate in the activities being conducted at The Club House surrounding the Solar Eclipse of April 8, 2024, I hereby take action for myself, my executors, administrators, personal representatives, heirs, next of kin, successors, and assigns as follows:

- A) I WAIVE, RELEASE AND DISCHARGE Releasees, their officers, directors, members, employees and agents, collectively releasees from any and all liability, including but not limited to, liability arising from the negligence or fault of the releasees, for personal injury, death or disability, property damage, theft or actions of any kind which may occur at the property or while participating in the event.
- B) I INDEMNIFY, HOLD HARMLESS AND AGREE NOT TO SUE Releasees, their officers, directors, members, employees and agents, collectively releasees from any and all liabilities or claims made as a result of participation in this activity and event, whether caused by the releasees or a third party. I acknowledge that releasees are not responsible for the errors, omissions, acts, or failure to act of any party or entity conducting or participating in the event.
- C) I AM AWARE that specialized eclipse viewing glasses are required at all times during the eclipse. Homemade filters or ordinary sunglasses, even very dark ones, are not safe for looking at the sun. It is dangerous to look at the partially eclipsed sun through unfiltered cameras, telescopes, binoculars, naked eye or other optical devices, with or without glasses.
- D) I AM AWARE that failure to use appropriate filtration may result in permanent eye damage or blindness. I am also aware that the glasses purchased by LPRW were advertised to be ISO 12312-2 approved, but I am under no obligation to use those eclipse glasses and may, instead, bring eclipse glasses of my own.

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF TO BRING LEGAL ACTION OR ASSERT CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST LPRW. IF ANY ATTEMPT FOR CLAIM IS MADE, I UNDERSTAND I WILL BE RESPONSIBLE FOR ALL DEFENSE COSTS INCURRED BY LPRW.

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Signature

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Date

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Printed Name